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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

Magali Calo Benítez

Debtor(s)

Case Number: 17-03387-ESL

Chapter: 13

STIPULATION

(Regarding Motion for Relief from Stay at Docket No. 39)

TO THE HONORABLE COURT:

COME NOW Banco Popular de Puerto Rico, ("BPPR") and Magali Calo Benítez (the "Debtor"), through their respective counsels, and very respectfully state and request:

1. On January 14, 2019, BPPR filed a Motion for Relief from Stay under §362 of the Bankruptcy Code. [Please refer to Docket No. 39].

2. On January 28, 2019, the Debtor responded to BPPR's request for relief from stay. [Please refer to Docket No. 43].

3. BPPR and Debtor (collectively the "Parties") have had the opportunity to reach an agreement, that if approved will allow the Debtor to continue under the protection of the Bankruptcy Code while protecting the rights of secured creditor BPPR.

UNDERLYING STIPULATED FACTS

4. BPPR is the holder in due course of a mortgage note in the principal sum of \$136,850.00 bearing interest at 6.500% per annum (the "Note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public Hector M. Lugero Figueroa on September 25, 2006, deed number 623 (the "Mortgage").

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5. The Debtor's payment plan requires that the Debtor make monthly regular post-petition payments directly to BPPR.

6. The Debtor has not made the monthly installments due under the terms of the Note and the Mortgage. As of January 10, 2019, the Debtor had accrued a total of 3 post-petition installments in arrears to BPPR amounting to \$2,542.38.

7. As of said date, the monthly installment for the month of February 2019 in the amount of \$608.31 has accrued and become due for a total amount of arrearage of \$3,150.69.

AGREEMENT

The Parties have reached an agreement which provides for the following:

8. Paragraphs 1-7 form an integral part of the foregoing agreement.

9. The Debtor shall pay BPPR the amount of \$3,150.69¹ to cure the post-petition arrears with BPPR on or before MARCH 29, 2019.

10. The Debtor will resume the current monthly payments directly to BPPR on MARCH 2019.

11. The Debtor agrees that if the arrears are not cured on or before MARCH 29, 2019, the automatic stay will be deemed lifted in favor of BPPR with the mere filing of an informative motion to that effect, without further notice or/and without the need to celebrate a hearing, that is the stay will be lifted automatically.

¹ Includes post-petition arrears due as of FEBRUARY 2019 plus legal fees and costs

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12. The Debtor agrees that should she fail to make two (2) or more of the post-petition monthly installments due to BPPR, by the 16th of the month in which the payment is due, beginning with the installment due in **MARCH 2019**, the automatic stay will be deemed lifted in favor of BPPR with the mere filing of an informative motion to that effect, without further notice or/and without the need to celebrate a hearing, that is the stay will be lifted automatically.

13. This agreement does not change, amend or alter in any way the provisions of the contract.

14. The herein parties agree that should the automatic stay be lifted pursuant to this agreement it will be considered an *in rem* order, without prejudice of the filing of an unsecured claim for any deficiency.

15. The counsel for the parties herein, by signing/filing this stipulation, represent to each other that they have the full authority of their clients to enter into and to be bound by the terms of this stipulation, and further represent acceptance of the contents herein submitted to the Court for approval.

NOTICE TO ALL PARTIES IN INTEREST

Within twenty-one (21) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires

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otherwise. If no response is filed within the prescribed period of time the Court may enter an order granting the relief herein requested.

WHEREFORE, the Parties request that the agreement herein set forth be approved and an order be entered accordingly.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico this 7th day of February, 2019.

LEGAL COUNSEL FOR DEBTOR:

RFIGUEROA CARRASQUILLO LAW OFFICE PSC

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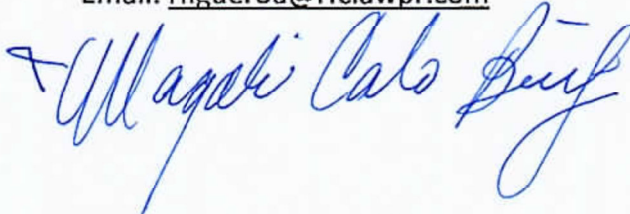


/s/ Roberto Figueroa Carrasquillo

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CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: **the Trustee Alejandro Oliveras Rivera** and **to the debtor's attorney, Roberto Figueroa Carrasquillo**. I hereby certify that on this date a copy of the stipulation has been caused to be served by First Class Mail to all of the parties included in the attached Master Address List, not otherwise represented by counsel electronically notified.

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Case 17-03387-ESL13
District of Puerto Rico
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Thu Feb 7 13:50:26 AST 2019

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The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Jefferson Capital Systems LLC
Po Box 7999
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The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)BANCO POPULAR DE PUERTO RICO	End of Label Matrix	
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PO. BOX 192938	Bypassed recipients	1
SAN JUAN, PR 00919-3409	Total	32